#### FOR COUNTY USE ONLY

06 / 07 \$200,000

	FOR COUNTY USE ONE!										
San Columnia	X New Char	nange MERREL 30			SC	SPD A	1	Contract	Number		
	County Department  Special Districts Department				Dept.	Orgn. 105		Contractor's License No.			
County of San Bernardino	County Department Contract Representa			tative	Tele	phone	Total Contract Amount NOT TO EXCEED \$200,000		) )0/y		
FAS	Revenue Encumbered X Ur				ontract Tred	ype Other:	•				
STANDARD CONTRACT				type, provid t Start Date / 2005	Contrac		Orig	c Impacts to Disginal Amount 2200,000	strict s Amendment A	mou	
	91800  Fund Dept. Organization		•	Appr.		v Source	1	PROJ/JOB No.	Amount		
	Fund	Dept.	Organi	zation	Appr.	Obj/Re	ev Source	GRC/I	PROJ/JOB No.	Amount	
	Fund	Dept.	Organiz	zation	Appr.	Obj/Re	ev Source	GRC/I	PROJ/JOB No.	Amount	
		Project Name On-Call Project and			Est	imated Pa	yment 7	Total by Fiscal `	/ear		
				FY	Α	mount	I/D	FY	Amount	I/E	
	On-Ca			04 / 05	\$20	00,000					
	Const	ruction M	1anagem	ent	05 / 06	\$20	00,000				

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Special Districts Department hereinafter called the District, and

Name				
	MERRELL - JOHNS	ON ENGINEERING INC.	hereinafter called:	CONSULTANT
Address				
	12138 INDUSTRIAL	BLVD., STE 240		
	VICTORVILLE, CA	. 92392		
Telephone	Э	Federal ID No. or Social Security No.	Fax	
	(760) 241-6146	33-0914300	(760) 241-0566	

#### IT IS HEREBY AGREED AS FOLLOWS:

Services

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

### **ARTICLE 1. SERVICES**

## 1.1 Scope of Work

The District does hereby engage Consultant to perform for the District under the terms and conditions in this contract all required services relative to on-call professional engineering services, as further described in Article 3 of this document and indicated in Consultant's proposal dated <u>April 9, 2004</u>. This proposal shall be incorporated in its entirety into this contract by reference thereto with all attachments and fee schedules necessary to accomplish the required services as periodically may be required by the District.

Auditor/Controller-Recorder Use Only

7 101 011 1017 C 0111 011 011 01	
☐ Contract Datab	oase □ FAS
Input Date	Keyed By

### 1.2 Budget

The Budget as determined by the District shall not exceed \$200,000 per year or a total aggregate amount of \$600,000 through the life of this contract subject to any amendments and is funded from individual Districts Capital Improvement and Operating accounts.

## 1.3 Schedule of Services

The Consultant shall perform services customarily and typically rendered as a designated district engineer to effect all necessary and requested tasks as assigned including but not limited to those services as outlined in Section 3 of this agreement and shall duly perform those tasks as diligently as practical, to the reasonable and satisfactory expectation of the District and as agreed upon memorialized in a written work order issued by the District for each occurrence.

# 1.4 Consultant's Fee

- a. The District agrees to pay the Consultant, based on the fee schedule submitted with their proposal, made a part of this Agreement as Attachment "A", and the actual work performed as requested and approved by the District through a District issued work order. Total contract amount shall not exceed Two Hundred Thousand Dollars (\$200,000) per fiscal year or an aggregate total of NOT-TO-EXCEED Six Hundred Thousand (\$600,000) for the three-year term of this contract. Consultant shall be paid based on Article 4 Compensation Section of this Agreement and the attached fee schedule.
- b. If the District terminates this Contract at any time prior to the completion of any phase, the Adjusted Consultant's fee will be determined based on the actual work completed in that phase. If Consultant is working on multiple phases simultaneously, payment shall be made based on percentage of work completed on each individual phase.
- c. If the scope of an issued work order is revised (either increased or decreased), the fee shall be revised by negotiation between the District and Consultant before the revised work is performed. No additional work will be paid for by the District without prior written authorization and the total fee mutually agreed upon in advance.

#### **ARTICLE 2. DEFINITIONS**

- 2.1 <u>Appropriate Authorities</u> Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 <u>Special Districts Department</u> (or Department) The Department of the County of San Bernardino authorized by the Governing Board of the District to administer this Agreement.
- 2.3 Board (or Governing Board) Board of Supervisors of the County of San Bernardino.
- 2.4 <u>Budget</u> Funding in place and available, for the completion of the work requested, as established in this agreement and as assigned by the District through an approved written work order.
- 2.5 <u>Categories of Work</u> Those applicable and specific categories of work required for accomplishing any requested task(s) as related to project and/or construction management services for any and all Districts as submitted in the Consultants Proposals and identified on authorized work order(s) issued by District.

Auditor/Controller-Recorder Use Only				
☐ Contract Datab	oase   FAS			
Input Date	Keyed By			

- 2.6 <u>Consultant</u> Entity (individual or firm) hired by District, based on competence and related experience, to perform and accomplish the work described herein.
- 2.7 <u>Contract Documents</u> Standard Contract and all attachments made a part of this agreement, including addenda, Request for Proposals, Consultant's Proposal and fee schedules whether physically attached or made reference hereto.
- 2.8 <u>District</u> Special Districts Department, County Service Areas, their Improvement Zones and its representatives, as established by the Board and as herein stated.
- 2.9 <u>Director</u> The Director of the Special Districts Department of the County of San Bernardino.
- 2.10 <u>Engineer</u> That professional (individual or firm) who is contracted or on staff with the District and has the overall technical and professional responsibility for a project.
- 2.11 On-Call Term used to designate that Consultant is at the reasonable beck and call (time limit usually within 24 to 48 hours) for service response as requested by District. Time is of the essence on some projects that may require immediate response to keep projects moving forward and not incur delays.
- 2.12 <u>Project Consultant</u> Any person, designated by Consultant and approved by District, responsible for Consultant's work.
- 2.13 <u>Project Manager</u> The District or department employee responsible for the administration of the contract or issuing a work order and overseeing the work required to be performed by Consultant.
- 2.14 Work Order A document issued by the District that authorizes the Consultant to perform specific and agreed upon work and to render those services (as identified in this document) on a specific project or task with a not-to-exceed maximum fee amount per established fee schedules. Work order shall include at a minimum: signatures of authorizing District representatives, assigned work order number (for billing purposes), date of authorization, estimated not to exceed total amount for that project or portion of work requested, description of specific services required and the location(s) of where such service(s) are to be performed.

### ARTICLE 3. SERVICES OF CONSULTANT

## 3.1 SCOPE OF SERVICES - RESPONSIBILITIES OF THE DISTRICT ENGINEER:

- A. Inspect and observe existing facilities for proper operation and maintenance, describing deficiencies and/or problem areas. Make recommendations to rectify those deficiencies and/or problems and determine possible complications, procedures and costs.
- B. Analyze and project intermediate and long-range planning in the modification, repair and/or replacement of present facilities. Give specific considerations towards reclamation and water conservation.
- C. Work closely with the Special Districts Department, District Manager and staff; consult on engineering and operational matters and perform engineering and technical tasks for normal, routine and on-call operations of the districts' facilities.

Auditor/Controller-Recorder Use Only				
☐ Contract Database ☐ FAS				
Input Date	Keyed By			

- D. Work with appropriate regulatory agencies and other agencies in representing the districts.
- E. Assist the District Manager in budget preparation, including input for a minimum five-year projection of district's needs. This projection would include, but not be limited to:
  - 1) Requirements for new construction (including time frames).
  - 2) Estimate of costs (engineering and construction).
  - 3) Source of anticipated funding.
  - 4) Projection of facilities, manpower and operational needs for new developments.
  - 5) Projection of operation and maintenance costs for additional projects.
- F. Prepare reports and attend meetings as requested by district managers or Special Districts Department. Meetings consist of the districts' advisory commissions, municipal advisory councils, public hearings, review boards, Board of Supervisors, and others as required in the normal operation of the districts.
- 3.2 <u>MINIMUM SERVICES REQUIRED</u> Engineering services to include, but not be limited to, those listed below:
  - A. Prepare plans and specifications for districts as requested.
  - B. Analyze data in establishing plans for corrective actions.
  - C. Perform feasibility studies for single or multiple dwellings or subdivision projects.
  - D. Plan check and inspect privately constructed water and sewage systems intended for acceptance into the districts' maintained systems.
  - E. Provide consultation on engineering and operational matters pertaining to evaluating waste discharge requirements.
  - F. Consult and assist with details for planning federal and state funded projects from preliminary stages through construction.
  - G. Represent the districts at pre-bid, bid openings, and pre-construction project meetings as required.
  - H. Oversee and provide on-site inspection of facility construction projects to insure compliance with plans and specifications.
  - I. Prepare project reports for review by Project Review Commission and Board of Supervisors. Represent the districts at such meetings as requested.
  - J. Perform land, plot and topographic surveys as requested. Prepare legal descriptions and submit for plot plan recordation as required. Prepare survey cut sheets and grading plans.

- K. As required and approved by Districts, assist in review, recommend changes and effect changes to District construction standards, Master Plans and assessment documents.
- L. Perform Assessment Engineering services as directed and required.
- M. Utilize H20 NET computer modeling analysis program for all District design, analysis and data gathering with respect to system design, system deficiencies, feasibility studies, rate determination, constructability reviews and District standard implementation.
- N. Perform other administrative and/or engineering tasks as requested or assigned.
- 3.3 <u>PERFORMANCE OF SERVICES</u> Services specifically set forth in this Agreement shall be administered by the Special Districts Department. The performance for engineering services shall be as follows:
  - A. All services shall be initiated by the Special Districts Department and/or District Managers through the processing of numbered work orders. No work is authorized without a work order number.
  - B. All work orders prior to being issued, shall have an estimate of totalized fees as determined by DISTRICT ENGINEER, for the reasonable costs of services plus any material cost and mark-up anticipated. Fees shall be negotiated between DISTRICT ENGINEER and District Representative.
  - C. Plan check and inspection shall be performed only by approved written work order. Certain plan check and inspection fees are set by resolution of the Board of Supervisors.
  - D. Design of improvements or the preparation of studies and reports shall be accomplished only upon approved written work order.
  - E. All work performed by DISTRICT ENGINEER shall be identified in the scope of services, in the written work order and no additional or extra work will be compensated for without prior District approval and written amendment to the Work Order.

#### 3.4 OTHER SERVICES AS REQUIRED

Provide other incidental engineer services as requested and directed by the District and as mutually agreed upon by Consultant and District, which may have not been specifically identified herein.

#### **ARTICLE 4. COMPENSATION**

4.1 The District shall compensate the Consultant a negotiated fee per project/task that is determined and authorized in advance of such work being performed based on a time and materials basis that will utilize the Consultant's fee schedule (Attachment A) and as presented on itemized invoices. Each work order shall identify specific work required, designate the method of compensation and shall be approved by the District. Invoices shall be submitted once monthly on on-going projects or upon satisfactory completion of a work phase.

Auditor/Controller-Recorder Use Only				
☐ Contract Datab	oase   FAS			
Input Date	Keyed By			

- 4.2 Consultant shall include in his invoice a description of work accomplished per each individual District assigned, and itemize such work accomplished to include labor hours per classification of employees performing the work, travel costs, tests performed, incidental costs and reimbursable costs (per fee schedule as shown in Attachment A).
- 4.3 Maximum compensation under this contract shall not exceed \$200,000 per year or \$600,000 in the aggregate for the term of the contract.
- 4.4 Consultant acknowledges that this contract is for on-call services and therefore no work is guaranteed or implied as the Consultant serves at the pleasure of the District.

# **ARTICLE 5. RECORDS**

All records relating to the Consultant's personnel, sub-consultants, extra services and reimbursable expenses, pertaining to any specific project shall be kept in a generally acceptable accounting format and shall be available to the District upon request. Any projects that are funded from State or Federal sources, documents arising from those projects shall be kept for the minimal time required by those agencies.

## ARTICLE 6. DISTRICT RESPONSIBILITIES

The District is responsible to the extent possible in providing the following:

- 6.1 Project Budget and information relating to facility requirements, and project scheduling.
- 6.2 Access to sites for the purpose of gathering or collecting data, performing tests or inspections.
- 6.3 Existing maps, District boundaries, facility plans, operational or previous project reports, blank forms, and any other available documents or items required by Consultant for the satisfactory performance under this agreement that may be available.
- Notify the Consultant in writing of District procedures required and name the District representative authorized to act in its behalf. The District shall review documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- 6.5 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of claim by the District for any defects or deficiencies in the reports or interpretative conclusions drawn by tests or observations conducted and performed by Consultant. Consultant is responsible to determine the accuracy of all documents used and incorporated into his work.

## ARTICLE 7. DOCUMENTS

All plans, reports and other documents prepared by Consultant shall become and remain the property of the District. The Consultant and District shall retain reproducible copies of all documents including those documents that may be on electronic media in which case a good copy of one or more disks on either CD-Rom or 3-1/2 inch IBM format disc. Drawings shall be on a format equivalent to a minimum of Auto Cad version 2002 and documents shall be either in a rich-text format, or Microsoft Word, and/or Microsoft Excel, version 1997 or later.

Auditor/Controller-Recorder Use Only				
☐ Contract Database ☐ FAS				
Input Date	Keyed By			

#### ARTICLE 8. TERMS OF CONTRACT

- 8.1 Term of this contract shall be for three (3) years from the Board approval date. A contract amendment authorized by the Board and approved by Consultant may extend the contract for up to two (2) additional years in one-year increments. Total contract life shall not exceed five (5) years.
- 8.2 The District reserves and has the right and privilege of canceling, suspending or abandoning the Contract or the execution of any work in connection with this Contract upon two weeks written notice to the Consultant. The Consultant may terminate this Contract upon 30 days written notice to the District should the District substantially fail to perform in accordance with its responsibilities.
- 8.3 In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, photographs and reports prepared by the Consultant shall become the property of the District and immediately be turned over to the District.
- 8.4 In the event of termination, the District shall pay to the Consultant as full payment for all services performed and all expenses incurred under this Contract, for services actually accomplished by the Consultant. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to verified completed work and actual work in progress, whether delivered to the District or in possession of Consultant.
- 8.5 If, after payment of the amount required to be paid under Articles 1 and 4 following the termination of the Contract, District should decide to complete the original Project, (or substantially the same Project), District shall have the right of utilization of any original maps, calculations, data, analysis, recommendations or other documents and research data prepared under this Contract by Consultant who shall make them available to District. The District agrees to credit Consultant with such authorship as may be due him, but is not required to renew the Contract or award additional compensation.
- 8.6 Should the District choose to complete the Project and not renew the agreement, or make future modifications to documents as prepared by Consultant, the Consultant shall be indemnified to the fullest extent of the Law. It is understood that some Consultant's recommendations of construction processes that may be presented in reports can only be certified if Consultant physically observes those certain procedures. Without such representation, certifications may not be issued.

## **ARTICLE 9. INDEMNIFICATION**

The Consultant agrees to indemnify, defend and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability to the extent arising from Consultant's negligent acts, errors or omissions and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

# **ARTICLE 10. INSURANCE**

Without in anyway affecting the indemnity herein provided and in addition thereto the Consultant shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

Auditor/Controller-Recorder Use Only

☐ Contract Database ☐ FAS
Input Date Keyed By

If Consultant has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the labor code and the requirement for Workers' Compensation coverage will be waived by the Count's Risk Manager.

With respect to Consultants who are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the Count's Risk manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omissions Liability Insurance Combined single limits of \$1,000,000 for bodily injury and property damage and \$2,000,000 in the aggregate <u>OR</u>
- Professional Liability Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

<u>Additional Named Insured</u> - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

<u>Waiver of Subrogation Rights</u> - Except for the Errors and Omissions and Liability and Professional Liability insurance, Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Consultants and subConsultants.

<u>Policies Primary and Non-Contributory</u> - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

<u>Proof of Coverage</u> - Consultant shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services.

Insurance Review - The above insurance requirements are subject to periodic review by the District. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Auditor/Controller-Recorder Use Only				
☐ Contract Database ☐ FAS				
Input Date	Keyed By			

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Consultant agrees to execute any such amendment within thirty (30) days of receipt or not be allowed to perform work under that work order.

# **ARTICLE 11. SUCCESSORS AND ASSIGNS**

- 11.1 This Contract shall be binding upon the District and Consultant and their respective successors and assigns.
- 11.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due hereunder may be assigned by Consultant without the prior written consent and approval of the District.

### **ARTICLE 12. NOTICES**

Any notice may be served effectually upon the District by delivering it in writing or by telegram, or by depositing it in a United States mail deposit box with the postage thereon fully prepared and addressed to Special Districts Department, 157 West 5th Street, San Bernardino, CA 92415-0450, or any notice may be served effectually by delivering or mailing it addressed to any other place or places the District or Consultant may designate, by written notice served upon the other.

#### ARTICLE 13. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

In the event a federal or state grant or other federal or state financing participation for the funding of a Project that the Consultant is authorized to work on, the Consultant shall permit access to and grant the right to examine his books covering his work under this Contract. He shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingency fees.

## ARTICLE 14. NONDISCRIMINATION

In connection with the performance of Consultant pursuant to this Contract, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## ARTICLE 15. WAIVER

Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Contract by Consultant, and the District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due the District from the Consultant is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

## ARTICLE 16. REPRESENTATIVES OF COUNTY

The Director of the Special Districts Department of the County of San Bernardino shall represent the District in all matters pertaining to the services to be rendered under this Contract and shall be the final authority in all matters pertaining to the Project.

Auditor/Controller-Recorder Use Only				
☐ Contract Database ☐ FAS				
Input Date	Keyed By			

### **ARTICLE 17. ERRORS, OMISSIONS AND/OR CONFLICTS**

The Consultant shall be responsible for the integrity of its design, tests, test data, recommendations and reports and should the District suffer damages due to errors, omissions and/or conflicts within the Contract Documents, the Consultant shall be responsible to the District for costs of all such damages caused by acts of negligence on the part of the Consultant. Proof by certified copies of insurance for errors, omissions and conflict coverage is required before commencement of any services. This coverage shall remain in full force for the entire contract period at the amount specified by the Special Districts Department as contained in Article 10.

# **ARTICLE 18. FORMER COUNTY OFFICIALS**

Consultant agrees to provide to best of their knowledge information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Consultant. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Consultant. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

## ARTICLE 19. INACCURACIES OR MISREPRESENTATION

If during the course of the administration of this agreement, the District determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this contract may be immediately terminated. If this contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

#### **ARTICLE 20. JURY TRIAL**

Consultant and District hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Consultant against District, or District against Consultant, on any matter whatsoever arising out of, or in anyway connected with, this Agreement, the relationship of Consultant and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect after those procedures provided for in the Public Contract Code Sections 20104, 20104.2 and 20104.4 have been exhausted.

#### **ARTICLE 21. ATTORNEY FEES AND COSTS**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees except as otherwise provided by law. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under articles 9 and 10, Indemnification and insurance.

#### **ARTICLE 22. IMPROPER CONSIDERATION**

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

Auditor/Controller-Recorder Use Only				
☐ Contract Database ☐ FAS				
Input Date	Keyed By			

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Consultant shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

COUNTY OF SAN BERNARDINO		<u>MERRELL-JOHNSON ENGINEERING INC.</u> (Print or type name of corporation, company, contractor, etc.)			
► Dennis Hansberger, Chairman, Board of	Supervisors	Ву	(Authorized signature - sign in blue ink)		
Definis Hansberger, Chairman, Board of	Supervisors		(Authonzea signature - sign in blue link)		
Dated:		Name	BRAD MERRELL (Print or type name of person signing contract)		
SIGNED AND CERTIFIED THAT A COPY DOCUMENT HAS BEEN DELIVERED TO CHAIRMAN OF THE BOARD		TitlePresident			
Clerk of the Board of S of the County of San E		Dated:	(Print or Type)		
Ву		Address_	12138 Industrial Blvd., STE 240		
Deputy			Victorville, CA. 92392		
Approved as to Legal Form Reviewed by Contra		t Compliance	Presented to BOS for Signature		
County Counsel	<u> </u>		Department Head		
County Courses			рерапшен пеац		
Date	Date		Date		

Auditor/Controller-Recorder Use Only

☐ FAS

Keyed By

☐ Contract Database

Input Date